

STATE OF DELAWARE

**THE OFFICE OF RETAIL GASOLINE SALES
LAW AND REGULATIONS**

**DEPARTMENT OF TRANSPORTATION
MOTOR FUEL TAX ADMINISTRATION**

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STATE OF DELAWARE
TITLE 6, DELAWARE CODE, CHAPTER 29
OFFICE OF RETAIL GASOLINE SALES

§ 2901. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meaning ascribed to them except where the context clearly indicates a different meaning:

- (1) "Automotive products" shall mean any product sold or distributed by a retail dealer for use with a motor vehicle, whether or not such product is essential for the maintenance of the motor vehicle and whether or not such product is also used for nonautomotive purposes.
- (2) "Deposit in advance" shall mean any deposit, regardless of its purported purpose, which is received by a distributor or manufacturer from the retail dealer as a breakage, security or other similar deposit.
- (3) "Marketing agreement" shall mean a written or parol agreement between a manufacturer and a retail dealer or a distributor and a retail dealer under which (i) the dealer promises to sell or distribute the product or products of the manufacturer or distributor; (ii) the retail dealer is granted the right to use a trademark, trade name, service mark or other identifying symbol or name owned by a manufacturer; or (iii) the retail dealer is granted the right to occupy premises owned, leased or controlled by a manufacturer or distributor.
- (4) "Coupon" shall include stamps which are given to a customer which may later be redeemed for service or merchandise, and shall include "green stamps," "yellow stamps," and similar promotions.
- (5) "Manufacturer" shall mean every producer or refiner of petroleum products, or the producer or fabricator of any automotive product sold or distributed by a service station.
- (6) "Motor fuel" shall mean and include any substance or combination of substances which is intended to be or is capable of being used for the purpose of propelling or running by combustion any internal combustion engine and sold or used for that purpose.
- (7) "Retail fuel outlet" shall mean a place at which gasoline and oil are stored and supplied to service stations or to the public, and which is operated by independent contractors or by persons in the employ of such independent contractors.
- (8) "Retail dealer" shall mean and include any person operating a service station, filling station, store, garage or other place of business for the sale of motor fuel for delivery into the service tank or tanks of any vehicle propelled by an internal combustion engine.

(42 Del. Laws, c. 70, §§ 2, 3; 48 Del. Laws, c. 299, § 1; 6 Del. C. 1953, § 2901; 59 Del. Laws, c. 556, § 1.)

§ 2902. Price signs on fuel pumps and premises.

- (a) Every retail dealer in motor fuel shall publicly display and maintain on each pump or other dispensing device, from which motor fuel is sold by him, at least 1 sign stating the price per gallon of the motor fuel sold by him from such pump or device, which price shall be the total price for such motor fuel, including all state and federal taxes. Such sign or signs shall contain no information other than the total price, except the sign or signs may state that the price includes all taxes or may state the amount of taxes included in the price or may include, in addition to the price per gallon, the price in metric units. The statement of the total price, as shown by the figures used in any price computing mechanism constituting a part of any such pump or dispensing device, shall be considered as a sign within the meaning of this section and no other or additional signs stating the price shall be required.

- (b) Nothing in this section shall be construed to prohibit other signs stating the price of motor fuel from other locations on or about the premises where motor fuel is sold at retail.

(42 Del. Laws, c. 70, § 1; 48 Del. Laws, c. 299, § 1; 6 Del. C. 1953, § 2902; 63 Del. Laws, c. 58, § 1.)

§ 2903. Manufacturers.

All manufacturers of motor fuel, diesel fuel, heating oil, to include refiners and individuals wishing to establish retail service stations shall, before selling or offering for sale motor vehicle fuels or special fuels, under whatever name, for the purpose of powering motor vehicles shall file with the Office of Retail Gasoline Sales a declaration or statement that they desire to sell such products in this State. Such declaration or statement shall contain the name, brand or trademark of the products intended to be sold, together with the name and address of the supplier thereof, and a continuing covenant that all such products shall be in conformity with state standards, that no water or other adulterants shall be added to any oil or gasoline products, and that the chemical composition of products shall not be changed except after notice to the Office of Retail Gasoline Sales. The provisions of this section shall also apply to gasoline and other automotive fuels distributed by the Governor under emergency powers.

(42 Del. Laws, c. 70, § 1; 48 Del. Laws, c. 299, § 1; 6 Del. C. 1953, § 2903; 59 Del. Laws, c. 556, § 2; 62 Del. Laws, c. 72, §§ 1, 2.)

§ 2904. Brand name of product on equipment.

All above-ground equipment for storing or dispensing motor fuel operated by a retail dealer shall bear in a conspicuous place the brand name or trademark of the manufacturer or distributor of the product stored therein or sold or dispensed therefrom or shall have conspicuously displayed thereon the words "No Brand."

(42 Del. Laws, c. 70, § 2; 48 Del. Laws, c. 299, § 1; 6 Del. C. 1953, § 2904.)

§ 2905. Independence of retail dealers.

- (a) No manufacturer of petroleum products shall open a major brand, secondary brand or unbranded retail gasoline outlet or service station in the State, that would be operated by company personnel, a subsidiary company, or a commissioned agent.
- (b) The Office of Retail Gasoline Sales shall adopt rules or regulations defining the circumstances in which a manufacturer may temporarily operate a service station in times of emergency or similar special circumstances.

(42 Del. Laws, c. 70, § 4; 6 Del. C. 1953, § 2905; 59 Del. Laws, c. 556, § 3; 62 Del. Laws, c. 72, § 3.)

§ 2906. Equal treatment.

- (a) Every manufacturer, supplying petroleum products to retail dealers and other retail fuel outlets shall extend all voluntary allowances uniformly to every dealer or outlet supplied.
- (b) Every manufacturer, supplying petroleum products to retail dealers or other retail fuel outlets shall apply all equipment rentals uniformly to all dealers and outlets supplied.
- (c) Every manufacturer, supplying petroleum products to retail dealers or other retail fuel outlets shall apportion uniformly all gasoline and special fuels supplied during periods of shortages, on an equitable basis, and shall not discriminate among dealers and outlets in such allotments.

(42 Del. Laws, c. 70, § 5; 6 Del. C. 1953, § 2906; 59 Del. Laws, c. 556, § 4.)

§ 2907. Equipment purchased by retail dealer.

Property purchased by a retail dealer and affixed or appended to a service station or retail fuel outlet shall remain the property of the person purchasing same, notwithstanding the fact that it is permanently attached. Upon termination of a marketing agreement, termination of a lease or the vacating of the premises by the retail dealer, the purchaser of the property shall have a reasonable time in which to remove same from the premises or may enter into an agreement with the owner of the premises for the purchase of the equipment at a fair and equitable price. In removing property which has become affixed to the premises, the person removing the property shall leave the premises in the same condition as they were at the time the property was attached.

(59 Del. Laws, c. 556, § 5.)

§ 2908. Purchase promotion sales.

No agreement, formal or informal, shall provide for the use of any promotion, premium, coupon, giveaway, or rebate in the operation of the business; provided, however, that a dealer may participate in a promotion, premium, coupon giveaway or rebate sponsored by a manufacturer and completely paid for by the manufacturer.

(59 Del. Laws, c. 556, § 6.)

§ 2909. Marketing agreements.

Every marketing agreement between a manufacturer and a retail dealer shall be subject to the following nonwaivable provisions, whether or not they are expressly set forth in the agreement:

- (1) No agreement shall require a retail dealer to keep his station or outlet open for business for any specified number of hours per day, or days per week.
- (2) The retail dealer shall have the right to cancel a marketing agreement until midnight of the seventh business day after the day on which the agreement was signed, by giving the other party notice in writing of the cancellation. Upon giving the other party such notice, all money, equipment and merchandise loaned, sold or delivered to the retail dealer under the agreement shall be returned to the other party for full credit, or the cash equivalent. If the other party to the agreement is the owner of the real estate upon which the retail dealer conducted his business, the dealer shall deliver full possession of the real estate back to the other party.

- (3) No agreement shall contain any provision which in any way limits the right of either party to a trial by jury, the interposition of counterclaims or cross claims.
- (4) The price at which a retail dealer sells products shall not be fixed nor maintained by a manufacturer, nor shall any person seek to do so, nor shall the price of products be subject to enforcement or coercion by any person in any manner. Nothing herein shall be construed to prohibit a manufacturer from suggesting prices and counseling with dealers concerning prices. Each agreement between a manufacturer and a dealer shall have, in 10-point type, the legend: "PRICE FIXING OR MANDATORY PRICES FOR ANY PRODUCTS COVERED IN THIS AGREEMENT IS PROHIBITED. A SERVICE STATION DEALER MAY SELL ANY PRODUCTS LISTED IN THIS AGREEMENT FOR A PRICE WHICH HE ALONE MAY DECIDE."
- (5) No party to a marketing agreement with a retail dealer shall unreasonably withhold his consent to any assignment, transfer or sale of the marketing agreement; nor may a manufacturer unreasonably refuse to renew a marketing agreement.
- (6) With respect to nonrenewal of a marketing agreement, either party must give the other party notice of intent not to renew the marketing agreement at least 90 days prior to the expiration of the term of that marketing agreement, and shall state the reason for such nonrenewal.
- (7) Notwithstanding any contract provision, no lease agreement or any other contract which bases rent upon the amount of products sold shall permit any increase in such rentals if there is a ceiling on the amount which may be charged for the product.
- (8) If the marketing agreement or rental agreement requires the retail dealer to provide to the manufacturer or other party to the agreement any deposit in advance or any other deposit for the use of the service station or delivery of fuel, such deposit shall be held by the person designated to receive it in the agreement and shall be held for the term of the rental agreement unless it is sooner terminated. Within 30 days after the termination of the agreement the deposit shall be returned, together with interest on such deposit at the rate of 6% per annum.

(59 Del. Laws, c. 556, § 7.)

§ 2910. Termination of contract or franchise.

In the event a marketing agreement between a dealer and manufacturer is terminated or cancelled, whether by mutual consent or otherwise, the manufacturer shall, within 30 days, tender to the dealer, for products which were sold to the dealer which the dealer has been unable to sell, the full price originally paid by the dealer for the products. In the event there is any existing indebtedness owed directly to the manufacturer by the dealer, the value of the products being repurchased shall first be applied to the existing indebtedness, which shall be reduced not only by the value of the products repurchased but also by the subtraction of any interest or service charges imposed on the products being repurchased. If the manufacturer does not make such tender within 30 days, the dealer may sell the products for as reasonable a price as may be obtained, and shall have a cause of action against the manufacturer for the balance.

(59 Del. Laws, c. 556, § 8.)

§ 2911. Office of Retail Gasoline Sales; rules and regulations; Advisory Council; injunctions.

- (a) The Office of Retail Gasoline Sales is established within the Division of Motor Fuel Tax of the Department of Transportation, and shall have the power to perform and be responsible for the performance of all the administrative, ministerial, clerical and advisory functions involved in the administration and enforcement of this chapter. The Office of Retail Gasoline Sales shall determine the rules and regulations necessary for the proper enforcement of this chapter, but prior to the adoption, amendment or repeal of any rule or regulation the Office shall:
- (1) Give at least 20 days' notice for a public hearing. Such notice shall include a statement of either the terms or substance of the intended action or a description of the subjects and issues involved, and the time when, the place where, and the manner in which interested persons may present their views thereon. The notice shall be mailed to all persons who have made timely request to the Office for advance notice, and shall be published at least once in each county by a daily newspaper of general circulation and at least once in a weekly newspaper in each county.
 - (2) Afford all interested persons the opportunity to submit data, views or arguments (orally or in writing). The Office shall fully consider all oral and written suggestions respecting the proposed rule or regulation. The Office may make its decision at the public hearing or announce the earliest date as to when it intends to make its decision. Any proceeding to contest a rule or regulation by the Office must be commenced within 6 months from the effective date of the rule or regulation.
- (b) The Governor shall appoint a council to advise the Office of Retail Gasoline Sales concerning the distribution of motor fuels in the State, and shall assist in the formulation of regulations and policy. The Council shall consist of 3 residents of Sussex County, 3 residents of Kent County, 3 residents of New Castle County outside the City of Wilmington, and 3 residents from the City of Wilmington. Each member of the Council shall have a general knowledge and acquaintance of the distribution and sale of motor fuel products.
- (c) The Office, after consulting with the Advisory Council, may:
- (1) Monitor motor vehicle fuels or special fuels sold, or intended to be sold, within this State, as to the composition of such fuels;
 - (2) Where a marketing agreement is declared by the Office to be in violation of § 2909 or § 2910 of this title and has not been, within a reasonable time, amended to the satisfaction of all parties thereto, the Office shall have the power to declare the agreement void ab initio, enjoin the parties from continuing in effect any provision thereof, and/or request the Attorney General to initiate appropriate legal action.
- (d) The Attorney General, the Office or any aggrieved person may institute an action in the Court of Chancery to enjoin any person from engaging in or continuing a practice in violation of this chapter.

(59 Del. Laws, c. 556, § 9; 62 Del. Laws, c. 72, § 4; 63 Del. Laws, c. 58, § 3; 68 Del. Laws, c. 290, § 184.)

§ 2912. Self-service gasoline stations; attendants.

Where a gasoline service station offers both full-service and self-service, the owner, operator or attendant handling the full-service equipment shall dispense gasoline from the self-service pump, during hours in which full-service is being offered at that station, upon the request of a disabled operator of a motor vehicle, provided that the vehicle operator properly displays a special plate or identification for the handicapped as described pursuant to § 2134 of Title 21, and the person to whom the permit has been issued is the operator of the vehicle. The attendant shall have the right to request proof that the operator of the vehicle is the rightful owner of the vehicle to whom the special plate or identification for the handicapped has been issued.

(66 Del. Laws, c. 282, § 1.)

PROMULGATED REGULATIONS

THESE REGULATIONS ARE PROMULGATED BY THE OFFICE OF RETAIL GASOLINE SALES AS AUTHORIZED BY SECTION 2911, CHAPTER 29, TITLE 6, DELAWARE CODE.

REGULATIONS FOR THE OFFICE OF RETAIL GASOLINE SALES

2901.1 Definitions

- A. Definitions in 6 (Del. C.) S2901 are applicable to these regulations.
- B. The following words and phrases, when used in these regulations and for the purpose of the administration of (Del.C.) c. 29, shall have the meaning ascribed to them except where the context clearly indicates a different meaning:
 - 1. "Act" means 6 (*Del. C.*) c. 29, the Retail Sales of Motor Fuel Act.
 - 2. "Commissioned agent" means a person, partnership, corporation or other entity which directly or indirectly receives from a manufacturer, and for participation in the operation of a station or any portion thereof, compensation determined by reference to the profits earned or revenues generated at the station.
 - 3. "Company personnel" means one or more employees or agents of a manufacturer, or a subsidiary of a manufacturer.
 - 4. "Council" means the Retail Gasoline Sales Advisory Council created pursuant to 6 (*Del. C.*) S2911(b).
 - 5. "Fee arrangement" means any agreement whereby a person, partnership, corporation or other entity directly or indirectly receives, from a manufacturer, and for participation in the operation of a station or any portion thereof, compensation determined other than by reference to the profits earned or revenues generated at the station.
 - 6. "Motor vehicle fuel" or "motor fuel" means gasoline, special fuel or both.
 - 7. "Office" means the Office of Retail Gasoline Sales.
 - 8. "Secretary" means the Secretary of Public Safety.
 - 9. "Retail service station" or "service station" or "retail gasoline outlet": means the real property and improvements thereto from which motor fuel is sold at retail and delivered into the tanks of motor vehicles.
 - 10. "Subsidiary company" or "subsidiary" means a corporation 50% or more of the assets, capital stock or voting securities of which are owned by or pledged to, directly or through attribution, another corporation; or a corporation which as a practical matter is controlled by another corporation.

2902 Price signs on fuel pumps and premises.

- 2902.1** When the price indicated on the computing mechanism of a pump or other dispensing device offering motor fuel for sale is the per gallon price, that is the only price sign required to be displayed on said pump.
- 2902.2** When the price indicated on the computing mechanism of a pump is the per liter price, *another* sign indicating the equivalent price per gallon to the nearest 1/10 cent must be prominently displayed on said pump with numerals no smaller than those which display the liter price. In addition to the unit price, the signs on the pump may indicate that state and federal taxes are included in the unit price. (All taxes must be included in the advertised price.)
- 2902.3** The price indicated on the computing mechanism is the maximum price which may be charged per measured unit and the resulting total cost computed is the maximum remittance that can be demanded from the consumer for the fuel sold.
- 2902.4** A cash discount may be offered which is less than the computed cost, but a surcharge for credit, or any other reason, may not be added to the computed cost for the fuel sold.
- 2902.5** Separate pumps may be provided for cash and charge sales of the same brand, grade, type of fuel and service, providing that the pumps are adequately and prominently identified.
- 2902.6** Price signs displayed on the station premises and not attached to a pump must indicate the grade of fuel, the type of service and the unit, if other than gallon. If there are special requirements to qualify for an advertised price, such as minimum quantities, cash, etc., those requirements must also be prominently included on said sign.
- 2902.7** Fractions of a cent on the price advertised must be of the same general design and at least one-half the height and width of the numerals representing the whole cents.

2903 Manufacturers.

2903.1 License-Declaration of desire to sell in combined forms.

- A. License-Declaration. All manufacturers of motor fuel and individuals desiring to sell motor fuels or special fuels through retail stations in Delaware shall procure a license for each establishment, operated as required by sections 5102 and/or 5134, Title 30, Delaware Code.

Form number MFT-6, Retail Gasoline License or Form number SF-1, Retail Special Fuel License, is required.

- B. Amendment to License-Declaration. If any change (except changing suppliers) occurs causing the information contained in either form MFT-6 or SF-1 to become inaccurate, the holder of the uncanceled license shall within 30 days cancel said license and apply for a new license containing the proper information. If the business is sold, it is the holder of the then invalid license who must cancel said license with the Department of Public Safety.

2903.2 Access to information.

- A. Books and Records. Whenever the Office has reason to believe that a manufacturer has engaged in, is engaging in, or is about to engage in any practice in violation of the Act or regulations, or in order to verify the accuracy of any information submitted to the Office, the Office may demand access to the books, records and data of the manufacturer. A manufacturer shall make such information available to the Office for inspection or copying during normal business hours unless otherwise agreed.
- B. Samples. Any seller of fuels within the scope of this Act shall, upon the request of the Office, provide samples of any motor fuel or special fuel for chemical analysis or other inspection, and reimbursement shall be made for the samples taken.
- C. Standard Specification for Fuels.
 - 1. Any motor fuel sold at retail or intended to be sold at retail in the State of Delaware which does not meet or exceed ASTM specifications for that type fuel and which causes "fuel related performance problems" for the motoring public may be ordered corrected or removed from the marketplace.
 - 2. Violation of Standards-Stop Sale. If a sample taken by the Office and tested by a qualified laboratory finds the sample to be substandard for any of the reasons established as standards or limitations written herein, the Office shall issue a Stop Sale for all or any portion of the seller's operation which is in violation until the violation has been corrected. The Office shall have the authority and duty to decide when the steps taken were sufficient to correct the violation and inform the seller of when sales may resume.
 - 3. Whenever the Office finds any person marketing petroleum products in violation of this Act or its Regulations and has issued a Stop Sale directing them to cease such violation and the violation continues, the Office shall refer the matter to the Attorney General and he shall take appropriate legal action.

2905. Independence of retail dealers.

2905.1 Ban against company-operated service stations.

- A. Notification of company-operated stations. Every manufacturer operating a station with company personnel, a subsidiary company, a commissioned agent or under a fee arrangement shall submit to the Office a written notification which, with regard to each station so operated, shall specify the address, describe the manner of operation and state the date that company operation began.

2905.2 Temporary operation of a previously dealer-operated station by manufacturers of petroleum products.

- A. Temporary operation. After July 29, 1974, a manufacturer of petroleum products may operate, for a period not to exceed 30 days, a previously dealer-operated station only if the dealer:
1. vacated the station in breach of his lease; or
 2. takes an extended vacation or a temporary leave and there is a mutual agreement of operation; or
 3. was terminated or not renewed as provided for by P.M.P.A., 15 U.S.C.A. S2801 and/or evicted by the manufacturer for cause, as provided for by said Act; or
 4. the parties mutually agree to terminate the contract. The 30-day period shall commence on the day following the date of such death, abandonment, vacation, eviction or termination.
- B. Applications for exceptions. Applications for exceptions to the time period specified in section A of this Regulation will be considered only if they are submitted to the Office in writing and specify as to each station for which such exception is requested:
1. the address;
 2. the basis for the applicability of subsection A of this regulation;
 3. the name and address of the previous dealer;
 4. the reason why the exception is sought;
 5. the duration of the exception sought;
 6. a complete description of the actions being taken to locate a new dealer; and
 7. an acknowledgement that all additional information demanded by the Office will be provided by the applicant within 20 business days of receipt of the demand.
- C. Action on applications. Decisions on applicants made pursuant to subsection B of this Regulation shall be written and sent by certified mail, return receipt requested, to the applicant at the return address appearing on the application.
- D. Operation pending action. Operation of a previously dealer-operated station by a manufacturer in excess of the time period specified in section A of this Regulation and during the pendency of an application made pursuant to subsection B of this Regulation shall not be allowed unless the contrary has been authorized in writing by the Office.
- E. Operation of a new station by a manufacturer. Upon the approval of the Office a manufacturer may open a new station and operate said station with company personnel. Any period of time that a manufacturer would be allowed to operate a new station shall be decided by the Office on the merits of each case.

- F. Rebuilding or relocating a lawfully operated outlet by a manufacturer. Rebuilding: Producer/refiner locations may be rebuilt at the same location or in reasonable proximity thereto when the station is lost to fire or other disasters, or when facilities are being remodeled or renewed.

2905.3 Formal hearing procedures.

- A. Formal hearing. Any person, partnership, corporation or any other entity having had an Application for Exception under Regulation 2905.2 denied by the Office may demand a formal hearing with the Secretary or his designee within 30 days after receipt of that decision or, if applicable, the date on which the application is deemed to have been denied.
- B. Requisites of demand. The demand for hearing shall be in writing and set forth the grounds upon which review of the denial is sought.
- C. Notice; place of hearing. After receipt of a written demand for hearing, the office shall give reasonable notice to the petitioning party and the Attorney General of the date and time for the hearing. All hearings shall be held at the Dover, Delaware address of the Office and shall be conducted by the Administrator of the Retail Gasoline Sales or his designee in accordance with 29 (*Del. C.*) c.64, the Administrative Procedures Act.
- D. Decision and appeal. The Hearing Officer shall render a written decision stating his findings of fact and conclusions of law. Copies of the decision shall be promptly mailed to all parties.

2905.6 Effective date.

The provisions of 6 (*Del. C.*) S2905(a) shall apply only to service stations or retail outlets first operated or which began operation by company personnel, a subsidiary company or a commissioned agent after July 29, 1974.

2909 Marketing agreements.

2909.1 Marketing Agreements.

- A. Non-waivable provisions. Every marketing agreement entered into, or reviewed or continuing in effect after July 29, 1974 shall expressly set forth all of the non-waivable provisions enumerated in 6 (*Del. C.*) S2909.
- B. Disclosure. Contracts which do not expressly set forth all of the non-waivable provisions enumerated in 6 (*Del. C.*) S2909 may be brought into compliance with subsection A of this Regulation by the attachment to such contracts of a disclosure of all such non-waivable provisions. The disclosure must be dated and signed by all parties to the contract.
- C. Upon the request of the Office, a manufacturer or retail dealer shall provide the Office with a copy of any specified marketing agreement, or a sample agreement.

2911 Office of Retail Gasoline Sales; rules and regulations; Advisory Council; injunction.

2911.1 Violation of act or regulation.

- A. Powers. Whenever the Office receives a complaint or any information from any source, which if true would amount to a violation of the Act or Regulations;
 - 1. the Office may investigate the complaint or information;
 - 2. the Office may, upon investigation of the complaint or information, make recommendations to the Attorney General's Office to investigate and enforce 6 (*Del. C.*) 29 by any remedy available.
- B. Procedure. In the conduct of any hearing, the procedure will be governed generally by 29 (*Del. C.*) c.64, the Administrative Procedures Act, unless any less formal procedure is agreed upon by the parties.

2912 Self-Service Gasoline Stations; Attendants.

2912.1 Retail dealers of gasoline or motor fuel who offer full-serve and self-serve facilities shall post a sign(s) provided to the retail dealer by the Office of Retail Gasoline Sales which indicates that the service station will pump gasoline to qualified handicapped persons from the self-service pump.

2912.2 The sign(s) shall be conspicuously posted in close proximity to the full-service island so that any driver seeking refueling services will be able to see said sign from each point of access to the full-service island(s). Additional signs may be posted to direct handicapped motorists to the pump or pumps from which their gasoline will be dispensed.

2912.3 Notification:

- (a) A notice of the provisions of 6 Del. C. Section 2912 and these rules and regulations shall be provided to all licensed motor fuel dealers and to any individual, company or firm who applies for a retail motor fuel dealers license resulting from the take-over of any existing station or new station.
- (b) Every person who renews or is issued a handicapped plate/placard shall have available to them an informational notice detailing the requirements of the above section of the Delaware Code and these rules and regulations.

2912.4 This regulation regarding the posting of handicapped signs at subject retail motor fuel service stations shall take effect sixty (60) days after approval of said regulation by the Office of Retail Gasoline Sales.

THIS BOOKLET IS PROVIDED TO SERVE AS QUICK REFERENCE FOR THE PUBLIC IN COMPLYING WITH THE RETAIL SALES OF MOTOR FUEL LAW OF THE STATE OF DELAWARE. IN THE CASE OF ERROR OR OMISSION, THE LAW AS RECORDED IN CHAPTER 29, TITLE 6, DELAWARE CODE, SHALL PREVAIL.

THIS BOOKLET ALSO PRESENTS THE RULES AND REGULATIONS PROMULGATED BY THE OFFICE OF RETAIL GASOLINE SALES IN CONFORMANCE WITH SECTION 2911 IN ORDER TO PROMOTE THE EFFECTIVE ENFORCEMENT AND ADMINISTRATION OF SAID LAW.

THE LAW AND PROMULGATED RULES AND REGULATIONS CONTAINED HEREIN WERE EFFECTIVE AT THE TIME OF THE PRINTING OF THIS BOOKLET IN MAY, 1999.

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